

**FISHING AGREEMENT between the Republic of Seychelles and Japan Tuna Fisheries Co-operative Association on fishing activities in Seychelles Waters.**

THE REPUBLIC OF SEYCHELLES (hereinafter referred to as "Seychelles") of the one part

And

Japan Tuna Fisheries Co-operative Association (hereinafter referred to as "Japan Tuna") of the other part

RECALLING that Seychelles exercises sovereignty or jurisdiction over the resources within its Exclusive Economic Zone (EEZ) which extends up to 200 nautical miles from its coasts,

CONSIDERING the close working relationship between the Seychelles and Japan Tuna, particularly in their mutual desire to intensify that relationship,

HAVING REGARD to the United Nations Convention on the Law of the Sea,

AWARE of the importance of the principles established by the Code of conduct for responsible fisheries adopted at the FAO Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary, consistent with policy and ensure synergy of effort,

DESIROUS of establishing terms and conditions governing the fishing activities of Japan Tuna vessels in the waters of Seychelles and Japan Tuna support for the promotion of responsible fishing in those waters,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities through the setting up and development of joint enterprises involving companies from both Parties,

*2001*

HAVE AGREED AS FOLLOWS: -

#### ARTICLE 1

- 1.1 The purpose of this Agreement is to establish the terms and conditions under which vessels belonging to or operated by the members of Japan Tuna (hereinafter referred to collectively as "Japanese Vessels" or singly as "Japanese Vessel") may carry out longline fishing for tuna and associated species in the waters over which Seychelles has jurisdiction or sovereignty (hereinafter referred to as "Seychelles Waters").
- 1.2 For the purpose of this Agreement and unless the context otherwise requires the expression "owner of a Japanese Vessel" includes the operator of a Japanese Vessel.

#### ARTICLE 2

- 2.1 Japan Tuna undertakes to take all necessary steps to ensure that Japanese vessels comply with this Agreement and the laws relating to fishery in Seychelles.
- 2.2 The fishing activities under this Agreement shall be subject to the terms and conditions set out in this Agreement, in Annex 1.

#### ARTICLE 3

- 3.1 Seychelles shall allocate fishing opportunities to Japanese Vessels covered by this Agreement to fish for tuna and associated species in Seychelles Waters during and in accordance with this Agreement.
- 3.2 The number, class and other particulars of Japanese Vessels covered by this Agreement are specified in Annex 2.
- 3.3 The allocation of the fishing opportunities to Japanese Vessels may be reviewed by mutual agreement between the parties, provided that any changes comply with any recommendations or resolutions adopted by the Indian Ocean Tuna Commission (IOTC) regarding the management of stocks liable to be affected by such redistribution.

#### ARTICLE 4

- 4.1 Fishing activities by a Japanese Vessel in Seychelles Waters may be carried out only pursuant to a licence granted by Seychelles.
- 4.2 The granting of a licence to a Japanese Vessel shall be subject to the payment of the licence fee by the owner of the vessel.

- 4.3 The formalities for making applications for licences, the terms of licences, the manner and method of computing the licence fees and the method of payment of the licence fees are set out in Annex 1.

#### ARTICLE 5

- 5.1 The Parties undertake to coordinate action to ensure the proper management and conservation of living resources, particularly the highly migratory species, in the Indian Ocean, especially in and around Seychelles Waters.
- 5.2 Seychelles may at any time take such measures as it deems necessary in the circumstances in order to conserve and protect fishing stocks in and around Seychelles Waters.
- 5.3 Subject to paragraph 5.4, before implementing any measures referred to in paragraph 5.2, which would affect the fishing activities of Japanese Vessels, Seychelles shall notify Japan Tuna and the Parties shall determine by agreement the most convenient ways to implement the measures.
- 5.4 In the absence of an Agreement under paragraph 5.3 or where Seychelles is of the opinion that the measures referred to in paragraph 5.2 have to be implemented immediately, based on scientific evidence, Seychelles may, after notifying the Japan Tuna, take immediate steps to enforce any measures referred to in paragraph 5.2 and Japan Tuna shall ensure that Japanese Vessels comply with the measures.

#### ARTICLE 6

- 6.1 A Joint Committee shall be set up and which shall meet on a yearly basis, comprising of officials or members as determined by both parties and shall have the following functions:
- a) Monitoring the performance, interpretation and application of the Agreement;
  - b) Providing the necessary liaison for matters of mutual interest relating to fisheries;
  - c) Reassessing, where necessary, the level of fishing opportunities;
  - d) Any other functions which the Parties decide on by mutual agreement.
- 6.2 The Joint Committee shall also be the forum which the Parties shall use to consult over any dispute(s) over the interpretation or application of this Agreement. However, if no consensus is reached over the interpretation and/or application of this Agreement within the Joint Committee the matter shall be subject to arbitration under the conditions laid down in below:

1. Within one month from the date on which either Party has formally requested that a dispute be submitted to arbitration in accordance with Article 6 of this Agreement, each Party shall appoint one member of the arbitral tribunal and these two members shall, within two months from the same date, agree upon a national of a third state, not being a national of either Seychelles or Japan.
2. If the period specified in paragraph 1 have not been observed, or if the parties fail to agree upon a national of a third state as provided in paragraph 1, either Party may, in the absence of any other relevant arrangement, invite the Secretary General of the United Nations to make the necessary appointment.
3. The Party requesting arbitration shall submit a statement of its claim and the grounds on which such claims is based to the other party at the time of making a request for arbitration.
4. The arbitral tribunal shall hold its first meeting in Seychelles. The venue of subsequent meetings of the tribunal shall be determined by the tribunal itself.
5. The arbitral tribunal shall, on the bases of the present Agreement and of other rules of international law, reach its decision by a majority of votes. Such decisions shall be binding. Although the cost of the arbitral tribunal shall normally be borne in equal parts by both Parties, the arbitral tribunal may rule otherwise concerning costs. In all other respects, the arbitral tribunal shall determine its own procedures.

#### ARTICLE 7

- 7.1 The Annexes to this Agreement form an integral part of this Agreement and, unless otherwise specified, a reference to this Agreement shall also constitute a reference to the Annexes.

#### ARTICLE 8

- 8.1 This Agreement shall be for a period of 2 years.
- 8.2 The Parties may, at the end of the period referred to in paragraph 8.1, by agreement, and after making such amendments or modifications to this Agreement, as they may agree between them, extend this Agreement for such further periods as they may agree and in accordance to Article 6.

#### ARTICLE 9

9. Either party may suspend or terminate this Agreement by giving the other party 90 days notice in writing of intention to do so. The suspension or termination of this Agreement shall become effective ninety days after the date of receipt by the other party of intention to do so.

#### ARTICLE 10

10. Notwithstanding the expiration of this Agreement at the end of the term of the Agreement referred to in Article 14 or its suspension or termination under Article 9 or the taking of any measure under Article 5 by Seychelles, a Japanese Vessel and master or owner of the Japanese Vessel shall continue to be liable for any breach of any provision of this Agreement or any laws of Seychelles which occurred before the expiration or termination of the Agreement or the taking of any measure under Article 5 or for any licence fee or any part of a licence fee due but not paid at the time of the expiration or termination of this Agreement or otherwise for any accrued liability.

#### ARTICLE 11

11. This Agreement shall be subject to the laws of Seychelles.


#### ARTICLE 12

12. Neither party shall divulge the content of this Agreement to a third party without the prior knowledge and written approval of the other party.

#### ARTICLE 13

13. A notice required to be served under this Agreement shall be deemed to have been served if sent by telefax, electronic mail or registered mail to

(a) in the case of Seychelles -

  
Managing Director  
Seychelles Fishing Authority  
P.O. Box 449  
Fishing Port, Mahe, SEYCHELLES  
Telefax No. 248-224508

Email: management@sfa.sc

(b) in the case of Japan Tuna  
Mr. Hisao Masuko  
Director  
International Division  
Japan Tuna Fisheries Co-operative Association  
31-1 Eitai 2-Chome  
Koutou-Ku, Tokyo, JAPAN

Telefax No. 03 (5646) 2652

Email: masuko@japantuna.or.jp

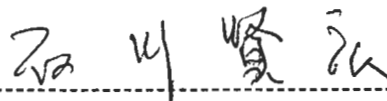
14. The Agreement shall come into application on 1<sup>st</sup> May 2007 and shall end on 30<sup>th</sup> April 2009

IN WITNESS WHEREOF the authorized representatives of the Parties have signed this Agreement made on this [ 1<sup>st</sup> ] day [ of May ] 2007



Mr. Finley Racombo  
CHAIRMAN OF SEYCHELLES  
FISHING AUTHORITY

FOR AND ON BEHALF  
OF SEYCHELLES



Mr. Masahiro Ishikawa  
PRESIDENT OF JAPAN TUNA  
CO-OPERATIVE ASSOCIATION

FOR AND ON BEHALF  
JAPAN TUNA

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES  
BY JAPANESE VESSELS IN SEYCHELLES WATERS

1. FISHING OPPORTUNITIES

The fishing opportunities provided under Article 3 of the Agreement shall be for a maximum of:

80 surface longliners

2. LICENCE CONDITIONS -APPLICATION, DURATION AND FEES

2.1 Application of Licence

1. Applications shall be submitted through the Seychelles Fishing Authority to the Seychelles Licensing Authority on a form drawn up in accordance with the specimen in Appendix 3.
2. All licence applications shall be accompanied by the following documents:
  - proof of payment of the fee for the period of validity of the licence,
  - any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Agreement.
  - proof of authorisation from the flag State that the vessel is authorised to operate in the Indian Ocean.
  - a copy of the International Tonnage Certificate (1969) for vessels taking licences for the first time under the Agreement.
3. Fees shall include all national, local charges and bank charges, except for port taxes and service charges.
4. All Japanese Vessels applying for a fishing licence shall be represented by an agent resident in Seychelles. The name and address of that agent shall be stated in the licence application.
5. The application shall be presented by the Agent in Seychelles appointed by the owner of a Japanese Vessel respectively through the Seychelles Fishing Authority. The Agent

shall on presenting the application certify that the applicant is a member of Japan Tuna.

6. An application shall be lodged to the Seychelles Fishing Authority at least 7 working days before the date when the owner of the Japanese Vessel intends to start fishing in the Seychelles Waters.

## 2.2 Licence Conditions

1. The licence will be issued to the owner of the Japanese Vessel for the vessel specified in the licence.
2. Subject to subparagraph (3) of this paragraph, a licence is not transferable.
3. Seychelles may, on request, consider,
  - (a) the transfer of a licence by the owner of a Japanese Vessel to another owner if the transfer arises out of a merger or reconstruction and the other owner is a member of Japan Tuna, or
  - (b) the substitution of a Japanese Vessel specified in a licence (referred to hereinafter as the "old vessel") by another Japanese Vessel (referred to hereinafter as the "new vessel") if the old vessel is lost and the new vessel is of the same class as the old vessel and belongs to or is operated by the holder of the licence.
4. Where Seychelles agrees to the transfer or substitution referred to in subparagraph (3) of this paragraph the original licence shall be returned to the Seychelles Licensing Authority and the Seychelles Licensing Authority shall issue a new license. The new licence shall be subject to the same terms and conditions as the original license and the date of the issue of the new licence.
5. All Japanese Vessels shall ensure that their International Radio Call Signs (IRCS) are at all times clearly visible both from the sea and from the air, on both sides of the funnel or the superstructure, the dimension of the IRCS must be in line with FAO requirements.
6. A licence shall permit the Japanese Vessel named in the licence to fish for tuna and tuna-like species in Seychelles Waters for any continuous period of six months and 1 year. The date on which the six months period and the 1 year shall commence and end shall be determined by Seychelles and the owner of the vessel by agreement.
7. Seychelles may, on the application of the owner of a Japanese Vessel and on payment of the fee and subject to the Agreement, permit a Japanese Vessel to continue to fish



for tuna for an additional period of thirty (30) days at the end of six months period referred to in subparagraph (6) of this paragraph. An application for extension shall be made through Japan Tuna, the Agent and the Seychelles Fishing Authority to the Seychelles Licensing Authority at least 7 working days prior to the end of the six months period.

8. A licence shall not extend beyond the terms of this Agreement.

9. A licence shall be valid only so long as the holder of the licence is a member of Japan Tuna. Japan Tuna shall notify the Seychelles Fishing Authority immediately upon any person holding a licence pursuant to Agreement ceasing to be a member of Japan Tuna.

### 2.3 Licence Fees

The licence fee shall be as follows:

- US\$ 22,000 in respect of 1 year period.
- US\$ 14,500 in respect of six months period,
- US\$ 4,500 for each additional thirty (30) days licence period following the six month period.
- In the event of circumstances beyond the control of either parties upon which the Agreement is extended for a period of 3 months or less the following fees shall apply:
  - US\$4,500 each thirty (30) days period.

### 2.4 Payment

Any licence fees shall be remitted to the Account of the Central Bank of Seychelles (Account No.021 085473) at the Federal Reserve Bank of New York in the U.S. Dollars equivalent to the Yen Value, and the T.T.S. exchange rate of one previous working day shall be applicable to the calculation.

### 3. LANDING, TRANSHIPMENT AND BY-CATCH

1. Japanese Vessels shall endeavour to land and transship fish caught in Seychelles Waters in Port Victoria, except as otherwise authorized by the Seychelles Fishing Authority or in accordance to any IOTC resolutions.
2. The owners of such vessels must notify the following information to the competent authority of Seychelles at least 24 hours in advance:

- -the names of the transshipping fishing vessels,
  - -the names of the cargo vessels,
  - -the tonnage by species to be transhipped,
  - -the day and geographical location of where the transhipment will take place.
3. Japanese Vessels landing in the port of Victoria shall endeavour to make their by-catches available to the authorities of Seychelles at the local market price. Furthermore, Japanese Vessels shall participate in supplying tuna to the Seychelles processing factories at the international market price as the need may be.
  4. Any transhipment of catches not covered above shall be prohibited in Seychelles waters. Any person infringing this provision shall be liable to the penalties provided for by Seychelles law.
  5. Masters of Japanese vessels engaged in landing or transhipment operations in a port of Seychelles shall allow and facilitate the inspection of such operations by Seychelles inspectors. Upon completion of inspection, a certificate shall be issued to the master of the vessel.

#### 4. FISHING ZONES

Japanese Vessels shall not fish in zones where fishing by foreign vessels is prohibited under the Fisheries Regulations 1987 as set out in Appendix 5 or any other laws of Seychelles and within three miles around any Fish Aggregating Devices placed by the authorities of Seychelles. The Seychelles Fishing Authority shall notify Japan Tuna of any relevant laws of Seychelles referred to in this paragraph and of the location of any Fish Aggregating Device placed by the authorities of Seychelles.

#### 5. TECHNICAL MEASURES

Vessels shall comply with the measures and recommendations adopted by the Indian Ocean Tuna Commission as well as the applicable national measures regarding fishing gear and the technical specifications thereof and all other technical measures applicable to their fishing activities.

#### 6. OBSERVERS

1. Vessels licensed to fish in Seychelles waters under the Agreement shall take on board

observers appointed by Seychelles on the terms set out below.

- 1.1 Subject to paragraph 1 both Parties shall agree as to when observers shall begin to board Japanese vessels fishing in Seychelles Waters and thereafter Japanese Vessels shall, at the request of the Seychelles authorities, take on board one observer, and when the authorities of Seychelles think it appropriate and necessary, two observers, designated by the said authorities.
- 1.2 The Seychelles Fishing Authority shall draw up a list of vessels designated to take an observer on board and a list of the appointed observers. These lists shall be kept up to date. They shall be forwarded to Japan Tuna as soon as they have been drawn up and every three months thereafter where they have been updated.
- 1.3 The competent authority of Seychelles shall inform the vessel owners concerned, or their agents, of the name of the observer appointed to be taken on board their vessel no later than 15 days before the observer's planned embarkation date.
2. The time spent on board by observers shall be fixed by the competent authority of Seychelles but, as a general rule, it should not exceed the time required to carry out their duties. The competent authority shall inform the owners or their agents thereof when notifying them of the name of the observer appointed to be taken on board the vessel concerned.
3. The conditions under which observers are taken on board shall be agreed between shipowners or their agents and the authorities of Seychelles.
4. Observers shall be taken on board in a manner chosen by the vessel owner, after notification of the list of designated ships.
5. Within two weeks and giving ten days' notice, the vessel owners concerned shall make known at which port of Seychelles and on what dates they intend to take observers on board.
7. Where observers are taken on board in a foreign port, their travel costs shall be borne by the vessel owner. Should a vessel with an observer from Seychelles on board leave Seychelles waters, all measures must be taken to ensure the observer's return to Seychelles as soon as possible at the expense of the vessel owner.
8. If the observer is not present at the time and place agreed and during the twelve hours following the time agreed, vessel owners shall be automatically absolved of their obligation to take the observer on board.
9. Observers shall be treated as officers. They shall carry out the following tasks:

- observe the fishing activities of the vessels;
  - verify the position of vessels engaged in fishing operations;
  - perform biological sampling in the context of scientific programmes;
  - note the fishing gear used;
  - verify the catch data for Seychelles waters recorded in the logbook;
  - verify the percentages of by-catches and estimate the quantity of discards;
  - report fishing data once a week by fax or e-mail or other means of communication, including the quantity of catches and by-catches on board taken in Seychelles waters;
  - Masters of vessels shall do everything in their power to ensure the physical safety and welfare of observers during performance of their duties.
10. Similarly, as far as possible, they shall be offered every facility needed to carry out their duties. The master shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, including in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.
11. While on board, observers shall:
- take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations,
  - respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.
12. At the end of the observation period and before leaving the vessel, observers shall draw up an activity report to be transmitted to the competent authorities of Seychelles, with a copy to Japan Tuna, which shall be signed by the observer. A copy of the report shall be handed to the master when the observer leaves the vessel.
13. Vessel owners shall bear the cost of accommodating observers in the same conditions as the officers on the vessel.
14. The salary and social security contributions of the observer shall be borne partly by the competent authorities of Seychelles and partly by the vessel owners, the proportion of which shall be determined by both parties.

## 7. PORT EQUIPMENT AND USE OF SUPPLIES AND SERVICES

Japanese Vessels shall endeavour to procure in Seychelles all supplies and services required for their operations. The Seychelles authorities shall lay down, in agreement with the vessels owners, the conditions for using port equipment and, if necessary, supplies and services.

## 8. CATCH REPORTS

1. For the purposes of this Annex, the duration of a trip by a Japanese Vessel shall be defined as follows:

- either the period elapsing between entering and leaving Seychelles waters,
- or the period elapsing between entering Seychelles waters and a transshipment,
- or the period elapsing between entering Seychelles waters and a landing in Seychelles.
- or end of the licence period.

2. All Japanese vessels licensed to fish in Seychelles waters under the Agreement shall be obliged to communicate their catches to the competent authority of Seychelles in the following manner:

2.1 Complete a fishing form as set out in Appendix 2, for each trip it undertakes in Seychelles waters. In the absence of catches, the fishing forms shall still be filled in.

- As far as the submission of the fishing forms referred to in point 2.1 is concerned, Japanese Vessels shall:
- in the event they call into Port Victoria, submit the completed forms to the Seychelles authorities within five days of arrival, or in any event before it leaves port, whichever occurs first,
- in any other case, send the completed forms to the Seychelles authorities within 14 days of arrival in any port other than Victoria.
- Or within 14 days of the end of licence period.

3. The words "Outside Seychelles waters" shall be entered in the abovementioned logbook in respect of periods during which the vessel is not in Seychelles waters.
4. The forms shall be filled in legibly and signed by the master of the vessel or his representative.
5. Where the provisions set out in this section are not complied with, the Government of Seychelles reserves the right to suspend the licence of the offending vessel until formalities have been completed and to apply the penalty laid down in existing Seychelles legislation. The Agent and Japan Tuna shall be informed thereof.

## 9. ENFORCEMENT

### Sanctions

1. Failure to observe any one of the above rules relating to the management and conservation of living resources measures or Seychelles legislation may be penalised by suspension, revocation or non-renewal of the vessel's fishing licence.
2. The Agent and Japan Tuna shall immediately be fully informed of any suspension or revocation and of all relevant facts related thereto. During the period of the suspension of a licence or during the remaining period of the validity of a licence which has been revoked, Japan Tuna may request another licence which would have otherwise have been applicable, for a vessel from another ship-owner, in accordance with the procedure set out in section 2, 2.2 (2).

### Arrest of fishing vessels

The Seychelles authorities shall inform the Agent responsible for the vessels, within 48 hours, of the arrest of any Japanese Vessel fishing under this Agreement in Seychelles Waters and shall transmit a brief report of the circumstances and reasons leading to such arrest. Japan Tuna and the Agent shall be kept informed of any proceedings initiated and penalties imposed.

### Control procedures

1. Masters of Japanese Vessels engaged in fishing activities in Seychelles waters shall cooperate with any Seychelles official carrying out the inspection and control of fishing activities.
2. These officials shall not remain on board for longer than is necessary for the discharge of their duties.

3. Once an inspection has been completed, a copy of the inspection report shall be given to the master of the vessel.

#### 10. VESSEL MONITORING SYSTEM AND REPORTING

1. The vessel shall be equipped with a VMS transmitter, either an Inmarsat - C or ARGOS transmitter.
2. Japanese Vessels shall be monitored, inter alia, by vessel monitoring systems, without discrimination, in accordance with the provisions set out in Appendix 4.
3. Japanese Vessels shall notify the Seychelles Fishing Authority at least 12 hrs in advance of their intention to enter or leave Seychelles waters and every three days during their fishing activities in Seychelles waters of their catches during this period.
4. When notifying entry/leaving, vessels shall also communicate their position at the time of communication and the volume and species in catches kept on board. These communications shall be made in the format set out in Appendix 1, by fax or e-mail, to the addresses provided therein.
5. Japanese Vessels found to be fishing without having informed the competent authorities of Seychelles shall be deemed as vessels without a licence and shall be sanctioned according to the Laws of Seychelles.
6. An administration fee of US\$ 500 shall be paid to the Seychelles Fishing Authority (Account 109982490, Swift Code: BARCSCSC, Barclays Bank (Seychelles) Ltd, Box 167, Victoria, Mahe, Seychelles) for the management of VMS under the Agreement for each licenses issued for six months and of one year.

## TYPICAL DESCRIPTION OF JAPANESE VESSELS

Typical particulars :

1. Average gross tonnage : 350
2. Average Overall length : 52.4 metre (171.91 feet)
3. Hull : Steel (painted in white)
4. Engines : Diesel Engine 1  
Brake Horse Power 1600
5. Communication Equipment : Radio Telegraph
6. Navigational Equipment : Loran, Direction Finder, Depth Sounder, Radar, Auto Pilot, Gyrocompass
7. Freezing Machinery : Semi Air Blast System  
Daily Capacity : 8 tons
8. Fishing Gear (To be used per set) : Longline 500 Baskets  
One baskets consists of
  - Longline 300 meter × 1
  - Branch line 20-30 meter × 5
  - Hook 5
  - Float line 25 meter × 1
  - Buoy 1
9. Fish Storage and Holding facilities : Freezing Chamber 4 113 M3 (-60xC)  
Lobby 2 49 M3 (-50xC)  
Fish Hold 5 496 M3 (-55xC)
10. Number of Crew : Total 21 (Officers 6, Seamen 15)



## REPORTING FORMAT

## Appendix 1

### 1. ENTRY REPORT FORMAT

#### (12 HOURS PRIOR TO THE EVENT)

(CONTENT)

(TRANSMISSION)

- |                                  |       |
|----------------------------------|-------|
| (1) ADDRESEE                     | SFA . |
| (2) ACTION CODE                  | IN    |
| (3) VESSEL NAME                  |       |
| (4) CALL SIGN                    |       |
| (5) POSITION OF ENTRY            |       |
| (6) DATE AND HOUR (GMT) OF ENTRY |       |

(EXAMPLE)

SFA IN JAPAN 1 JAAA 0049 5920 01 0630Z JAN

- (7) CATCH BY SPECIES ON BOARD (PRODUCTED WEIGHT)  
(TENTH OF TONS)

ALBACORE ..... AL

BIGEYE ..... BE

YELLOWFIN ..... YF

OTHERS ..... OT

### 2. DEPARTURE REPORT FORMAT

#### (12 HOURS PRIOR TO THE EVENT)

(CONTENT)

(TRANSMISSION)

- |                                      |     |
|--------------------------------------|-----|
| (1) ADDRESEE                         | SFA |
| (2) ACTION CODE                      | OUT |
| (3) VESSEL NAME                      |     |
| (4) CALL SIGN                        |     |
| (5) POSITION OF DEPARTURE            |     |
| (6) DATE AND HOUR (GMT) OF DEPARTURE |     |

(EXAMPLE)

SFA OUT JAPAN 1 JAAA 0138 5942 29 2345Z JAN

- (7) CATCH BY SPECIES ON BOARD (PRODUCTED WEIGHT)  
(TENTH OF TONS)

ALBACORE ..... AL

BIGEYE ..... BE

YELLOWFIN ..... YF

OTHERS ..... OT

**3. WEEKLY CATCH REPORT FORMAT**

**(EVERY TUESDAY AND FRIDAY OR DATE OF DEPARTURE)**

(CONTENT)

(TRANSMISSION)

(1) ADDRESEE

SFA

(2) ACTION CODE

WCRT OR WCRF

(3) VESSEL NAME

(4) CALL SIGN

(5) CATCH BY SPECIES (PRODUCTED WEIGHT) AFTER LAST REPORTING

(TENTH OF TONS)

ALBACORE ..... AL

BIGEYE ..... BE

YELLOWFIN ..... YF

OTHERS ..... OT

(6) EFFORT : NUMBER OF SET

(EXAMPLE)

SFA WCRT JAPAN 1 JAAA 19 JAN 0020 5445 AL-0.3 BE-1.7 YF-1.9 OT-0.3

**4. ADDRESS**

**Fax: + 248 225957/224508(to be used only upon failure of the former)**

**E-mail: fmcsc@sfa.sc**

CATCH REPORT FOR THE WATERS OF THE REPUBLIC OF SEYCHELLES (セーシェル200海里水域内操業日報)

VESSEL NAME \_\_\_\_\_  
 COUNTRY OF REGISTRATION JAPAN  
 REGISTRATION NUMBER \_\_\_\_\_  
 GROSS REGISTERED TONNAGE \_\_\_\_\_  
 LICENSE/PERMIT NUMBER \_\_\_\_\_

NUMBER OF HOOKS/BAKETS \_\_\_\_\_  
 DISTANCE BETWEEN FLOATS (M) \_\_\_\_\_  
 LENGTH OF FLOAT LINE (M) \_\_\_\_\_  
 LENGTH OF BRANCH LINE (M) \_\_\_\_\_

BAIT USED (Species) 1 2  
 NAME \_\_\_\_\_  
 DEPARTURE FROM PORT \_\_\_\_\_  
 ARRIVAL AT PORT \_\_\_\_\_  
 NUMBER OF CREW \_\_\_\_\_

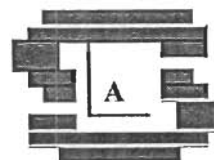
NAME OF CAPTAIN \_\_\_\_\_

YEAR 20 MONTH \_\_\_\_\_

Comments Circle  
 1. Day not fishing  
 2. In Port

D A Y	NOON POSITION		NUMBER OF HOOKS	SEA SURFACE THERM- ATURE	ALL		BF		YF		BF		SM		BUM		BAL		SF		SH		NUMBER OF FISH EATEN		OT		COMMENTS
	LAT	LONG			NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	
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TOTAL																											

SEYCHELLES LICENSING AUTHORITY  
P.O. BOX 3  
VICTORIA, MAHE  
REPUBLIC OF SEYCHELLES



TEL: 224314

TELEFAX: 224256

**APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE**  
(In accordance with Licences (Fisheries) Reg. 1987)

Name of applicant .....  
Residential/Postal Address ..... Tel No.....

Names/Address of owner or Charterer (if different from above)  
.....

Name/Address of agent or other legal representative in Seychelles  
.....

Name/Address of Master of vessel .....

Name of vessel ..... Length .....

Type of vessel ..... Registered net tonnage.....

Engine type and horse power ..... GRT N/T.....

Port and Country of registry ..... Speed.....

Registration number ..... Construction.....

Radio call sign/Signal letter ..... Loading Cap.....

**Frequency** .....  
.....

Description of fishing operations authorised:  
.....

Areas to be fished-ALL AREAS EXCEPT AREAS STIPULATED IN FISHERIES REGULATION

Species of fish to be taken Tunas and Tuna-like Species.....

Requirements concerning disposal of by-catch .....

Reporting requirements as per Fisheries Regulations 1987  
.....

Authorised landing places .....

Period of validity from .....to.....

I hereby certify that the particulars given are true and correct

Date..... Signature of Applicant.....

Processing fees SR..... Licence fees .....

Paid Cash/Cheque No ..... Receipt No .....

FOR OFFICIAL USE

PROVISIONS ESTABLISHING THE METHOD TO BE USED FOR THE TRANSMISSION OF DATA RELATING TO SATELLITE MONITORING OF THE POSITION OF JAPANESE VESSELS FISHING UNDER THE AGREEMENT BETWEEN THE REPUBLIC OF SEYCHELLES AND JAPAN TUNA FISHERIES CO-OPERATIVE ASSOCIATION ON FISHING ACTIVITIES IN SEYCHELLES WATERS.

This protocol seeks to give the Seychelles Fishing Authority (SFA) the necessary management tool to effectively monitor the movements of Japanese Vessels that are licensed to operate within the Seychelles EEZ under the Agreement between the Republic of Seychelles and the Japan Tuna Fisheries Co-operative Association referred herein as the Japan Tuna/Seychelles Fisheries Agreement. For the effective implementation of this Agreement it is recommended that there should not be any form of discrimination between the reporting requirements of any foreign vessels that are licensed by the Seychelles Government to harvest resources inside the Seychelles Exclusive Economic Zone (EEZ).

1. For the purpose of satellite monitoring, it is agreed by the Seychelles Fishing Authority (SFA) and Japan Tuna that the Argos and/or Inmarsat C transmitter shall be used by Japanese Vessels. The SFA shall, if necessary, communicate to the Service Provider utilized by Japanese Vessels licensed to fish in the waters of the Seychelles, the coordinates (latitudes and longitudes) of the Seychelles Exclusive Economic Zone. The SFA will transmit this information in electronic format, expressed in degrees decimal in the Wgs-84 system.
2. The SFA and the relevant Service Provider will exchange information on their respective electronic mail, and the specifications to be used by their respective Service Provider in accordance with the conditions established in points 5 and 7. This information will include as far as possible, the names, the telephone and fax number and the electronic addresses (Internet) that can be used for the general communications between the Seychelles Fishing Authority's Fisheries Monitoring Centre (SFAFMC) and the Service Provider.
3. The position of the vessels will be determined with a margin of error of less than 500 meters and with a confidence interval of 99%.
4. Japanese Vessels licensed to fish in the Seychelles EEZ shall voluntarily switch on the VMS transmitter 12(twelve) hours prior to entry of the Seychelles EEZ. The transmitter shall be kept on at all times while the vessel is inside the Seychelles EEZ, except when the vessel is at anchor within the confines of Victoria Harbour. Vessels leaving the confines of Victoria Harbour shall switch on their VMS transmitter at least 6 (six) hours prior to departure.
5. Advise of entry into the Seychelles EEZ shall be sent to the Seychelles Fishing Authority Fisheries Monitoring Centre 12(twelve) hours prior to entry. Subsequent to the initial notification of entry, if Japanese Vessels intend to exit and thereafter, make multiple entry and exit during which fishing operations are contained within a 30 nautical miles zone outside the Seychelles EEZ, Japanese Vessels shall be exempted from this requirement.



6. When a Japanese Vessel enters into the Seychelles waters, subsequent position reports shall be communicated by the Service Provider to the Seychelles Fishing Authority Fisheries Monitoring Centre automatically, in near real time, at least every hour (frequency). These messages are identified as Position Reports.
7. The messages referred to in item 6 shall be transmitted by electronic mail, without any additional protocol. All messages will be communicated automatically, in near real time in accordance with the Argos (Ds or TX format) or Thrane & Thrane compatible Land Earth Station format.
8. In the event of a technical problem or malfunction of the satellite monitoring device installed on board the fishing vessel, notification of the problem or malfunction of the transmitter, the SFA shall notify the Agent to avoid misunderstanding by the language problem. Meanwhile, Global Position Report will be sent to the FMC of the SFA at 6.00 am, 12.00 pm and 6.00 pm (Seychelles local time) as long as the ship is in Seychelles waters. This Global Position Report will include the position reports as registered by the master of the vessel on an hourly basis. In case of necessity or doubts, the SFA could ask for a determined vessel a transmission of the position report every hour. And the owner shall investigate the causes of its problem through communication with the vessels and informing the SFA the nature of the problem.
9. Notwithstanding the above, vessel with defective equipment shall have the equipment repaired or replaced within 45 days or at the conclusion of its fishing trip if it is before 45 days.
10. Vessels that have been called into port by the SFAFMC due to defective satellite monitoring devices shall only leave port upon the receipt of an authorisation from SFAFMC.
11. Vessels with defective satellite monitoring devices will not be allowed to renew their licences until the Seychelles Fishing Authority's Fisheries Monitoring Centre is satisfied that the device is functioning in accordance to point 6 above.
12. Monitoring data transmitted in accordance with the provisions of this protocol shall be intended exclusively for, control, management, monitoring and enforcement by the Seychelles authorities of Japanese Vessels licensed under the Japan Tuna/Seychelles fishery agreement. These data cannot be communicated to other parties under any circumstances, except with the written consent of the vessel owner, on a case by case basis, or by an order of the Court in Seychelles.
13. The parties agree to take all the necessary steps to fulfil the requirements relating to the messages provided for in item 6 upon being granted a license to fish in the Seychelles or as soon as the licensed vessel enters the Seychelles EEZ.
14. It is agreed that, at the request of either party, there will be an exchange of information on the equipment used for satellite tracking, in order to ensure that the said equipment is fully compatible with the requirements of the other party for the purposes of this protocol.
15. Any problems arising out of the implementation of this Appendix will be discussed and resolved through the Provisions of Article 6 of the Agreement considering the friendship between two parties.
16. Any Japanese Vessels, covered by the Japan Tuna /Seychelles fisheries agreement, found fishing inside the Seychelles EEZ without a functional VMS transmitter, and not

*Handwritten signature*

implementing item 6 of this Agreement, will be prosecuted under the Fisheries Laws of Seychelles.

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## Zones where Fishing by Foreign Vessels is prohibited

Zone 1: Comprising an area around Mahe Island and Seychelles Bank with the boundary running as follows:-

From Point 1 (Latitude 5°22.0'S and Longitude 57°23.0'E) to Point 2 (Latitude 3°40.0'S and Longitude 56°06.9'E) to Point 3 (Latitude 3°30.0'S and Longitude 55°11.0'E) to Point 4 (Latitude 3°55.0' S and Longitude 54°23.0'E) to Point 5 (Latitude 4°44.0'S and Longitude 53°47.0'E) to point 6 (Latitude 5°38.0'S and Longitude 56°08.0'E) to point 7 (Latitude 6°34.04'S and Longitude 56°02.0'E) to Point 8 (Latitude 6°34.0'S and Longitude 56°23.0'E) and back to Point 1, the Point of commencement.

Zone 2: Comprising an area around Platte Island with the boundary running as follows:-

From Point 1 (Latitude 6°06.3' Sand Longitude 55°35.6'E) to Point 2 (Latitude 5°39.0'S and Longitude 55°35.6'E) to Point 3 (Latitude 5°39.0'S and Longitude 55°10.0'E) to Point 4 (Latitude 6°06.3'S and Longitude 55°10.0'E) and back to Point 1, the point of commencement.

Zone 3: Comprising an area around Coetivy Island with the boundary running as follows:-

From Point 1 (Latitude 7°23.0'S and Longitude 56°25.0'E) to Point 2 (Latitude 6°53.0'S and Longitude 56°35.0'E) to Point 3 (Latitude 6°53.0'S and Longitude 56°06.0'E) to Point 4. (Latitude 7°23.0'S and Longitude 55°56.0'E) and back to Point 1, the point of commencement.

Zone 4: Comprising an area around the Fortune Bank with the boundary running as follows:-

From Point 1 (Latitude 7°35.0'S and Longitude 57°13.0'E) to Point 2 (Latitude 7° 01.0'S and Longitude 56°56.0'E) to Point 3 (Latitude 7°01.0'S and Longitude 56°45.0'E) to Point 4 (Latitude 7°16.0'S and Longitude 56°40.0'E) to Point 5 (Latitude 7°35.0'S and Longitude 56°49.0'E) and back to Point 1, the point commencement.

Zone 5: Comprising an area around the Amirantes Islands, with the boundary running as follows:-

From Point 1 (Latitude 5°45.0'S and Longitude 53°55.0'E) to Point 2 (Latitude 4°41.0'S and Longitude 53°35.6'E) to Point 3 (Latitude 4° 41.0'S and Longitude 53°13.0'E) to Point 4 (Latitude 6°09.0's and Longitude 52°36.0'E) to Point 5 (Latitude 6°33.0'S and Longitude 53°06.0'E) and back to Point 1, the point of commencement.

Zone 6: Comprising an area around Alphonse Island with the boundary running as follows:-

From Point 1 (Latitude 7°21.5'S and Longitude 52°56.5'E) to Point 2 (Latitude 6°48.0'S and Longitude 52°56.5'E) to Point 3 (Latitude 6°48.0'S and Longitude 52°32.0'E) to Point 4 (Latitude 7° 21.5'S and Longitude 52 32.0'E) and back to Point 1, the point of commencement.

Zone 7: Comprising an area around the islands of Providence, Farquhar and St. Pierre and Wizard Reef with boundary as follows:-

From Point 1 (Latitude 10°20.0'S and Longitude 51°29.0'E) to Point 2 (Latitude 8°39.0'S and Longitude 51°12.0'E) to Point 3 (Latitude 9° 04.0'S and Longitude 50°28.0'E) to Point 4 (Latitude 10°30.0'S and Longitude 50°46.0'E and back to Point 1, the point of commencement.

Zone 8: Comprising an area around Cosmoledo and Astove Islands with the boundary running as follows:-

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From Point (Latitude 10° 8.0'S and Longitude 48° 02.0'E) to Point 2 (Latitude 9° 34.0'S and Longitude 47° 49.0'E) to Point 3 (Latitude 9° 23.0'S and Longitude 47° 34.0'E) to Point 4 (Latitude 9° 39.0'S and Longitude 47° 14.0'E) to Point 5 (Latitude 10° 18.0'S and Longitude 47° 36.0'E) and back to Point 1, the point of commencement.

Zone 9: Comprising an area around Aldabra and Assomption Islands, with the boundary running as follows:-

From Point 1 (Latitude 9° 54.0'S and Longitude 46° 44.0'E) to Point 2 (Latitude 9° 10.0'S and Longitude 46° 44.0'E) to Point 3 (Latitude 9° 10.0'S and Longitude 46° 01.0'E) to Point 4 (Latitude 9° 59.0'S and Longitude 46° 01.0'E) and back to Point 1, the point of commencement.

The area of the zones described in this Schedule is shown in red lines on charts ML/ADN/73B deposited in the office of the Director of Surveys.

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## Memorandum of Understanding

WHEREAS the Republic of Seychelles and the Japan Tuna Co-operative Association have entered into a fishing agreement dated ..... 1<sup>st</sup> ..... day of ..... May ..... 2007, Japan Tuna Co-operative Association has also agreed to the following:

1. To make payments of US\$ 2,000 per vessels licensed for 1 year and 6 months under the Agreement, to the Seychelles Fishing Authority, which shall go towards the training of Seychellois observers.
2. To make payments of US\$ 1,000 per vessels licensed for 1 year and 6 months under the Agreement, to the Seychelles Fishing Authority, which shall go towards the training of Seychellois seamen
3. To fully fund 3 scholarships on a yearly basis for Seychellois students in maritime fields to study in Japan.

All monies mentioned under the MOU shall be paid in the following Seychelles Fishing Authority Account:

Account No: 109982490

Swift Code: BARCSCSC

Barclays Bank (Seychelles) Ltd,

P.O. Box 167

Victoria

Mahe

Seychelles.

Dated ..... 1<sup>st</sup> ..... day of ..... May ..... 2007

*20/07*



Mr. Finley Racombo  
CHAIRMAN OF SEYCHELLES  
FISHING AUTHORITY

FOR AND ON BEHALF  
OF SEYCHELLES



Mr. Masahiro Ishikawa  
PRESIDENT OF JAPAN TUNA  
CO-OPERATIVE ASSOCIATION

FOR AND ON BEHALF  
JAPAN TUNA

